

The Package Travel and Linked Travel Arrangements Law of 2017 is promulgated by publication in the Government Gazette of the Republic of Cyprus in accordance with Article 52 of the Constitution.

Number 186(I) of 2017

THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS LAW

Preamble. For the purpose of harmonisation of the European Union act titled:

Official Journal of the EU: L 326, 11.12.2015, p. 1. 'Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC',

The House of Representatives has decided as follows:

Short title. 1. This Law shall be referred to as the Package Travel and Linked Travel Arrangements Law of 2017.

PART I - INTRODUCTION AND INTERPRETATIVE PROVISIONS

Interpretation 2.-(1) In this Law, unless the context otherwise requires-

38(I) of 2016
88(I) of 2017. "Licensed insurer" means an insurer holding a licence under the provisions of the Insurance and Reinsurance Services and Other Related Issues Law;

"Unavoidable and extraordinary circumstances" means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all appropriate measures had been taken:

By way of indication such situations include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease or natural disasters such as floods, earthquakes or extreme weather conditions;

"Minor" means a person below the age of 18 years;

"Republic" means the Republic of Cyprus;

"Organiser" means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader within the meaning of the definition of the term 'package';

76(I) of 2010. "Establishment" means establishment within the meaning of the provisions of Article 2 of the Law on the Freedom of Establishment of Service Providers and Freedom on the Movement of Services;

"Lack of conformity" means a failure to perform or improper performance of the travel services included in a package;

"Trader" means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by the provisions of this Law, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

"Start of the package" means the beginning of the performance of travel services included in the package;

“Authorised Service” means the Consumer Protection Service of the Ministry of Energy, Commerce, Industry and Tourism;

“Union” means the European Union and includes the states that are the parties to the European Economic Area Agreement;

“Repatriation” means the traveller’s return to the place of departure or to another place the contracting parties agree upon.

Official Journal of the EU: L 55, 28.02.2011, p. 1.
“Regulation (EU) No 181/2011” means Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004;

Official Journal of the EU: L 165, 18.06.2013, p. 1.
“Regulation (EU) No 524/2013” means Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR);

Official Journal of the EU: L 334, 17.12.2010, p. 1.
“Regulation (EU) No 1177/2010” means Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004;

Official Journal of the EU: L 46, 17.02.2004, p. 1.
“Regulation (EC) No 261/2004” means Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91;

Official Journal of the EU: L 131, 28.05.2009, p. 24.
“Regulation (EC) No 392/2009” means Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents;

Official Journal of the EU: L 204, 26.07.2006, p. 1.
“Regulation (EC) No 1107/2006” means Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air;

Official Journal of the EU: L 315, 03.12.2007, p. 14.
“Regulation (EC) No 1371/2007” means Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations;
“Member State” means a Member State of the European Union and includes the states that are the parties to the European Economic Area Agreement;

“package” or “package travel” means a combination of at least two (2) different types of travel services for the purpose of the same trip or holiday, if:

(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or

(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

- (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay;
- (ii) offered, sold or charged at an inclusive or total price;
- (iii) advertised or sold under the term ‘package’ or under a similar term;
- (iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services; or
- (v) purchased from separate traders through linked online booking processes where the traveller’s name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest twenty four (24) hours after the confirmation of the booking of the first travel service:

A combination of travel services where not more than one type of travel service, within the meaning of the definition of the term “travel service”, is combined with one or more tourist services, as referred to in the same definition, is not a package if the latter services:

- (a) Do not account for a significant percentage of the value of the combination, i.e. account for less than twenty five percent (25 %) of the value of the combination, and are not advertised as and do not otherwise represent an essential feature of the combination; or
- (b) are selected and purchased only after the performance of a travel service, within the meaning of the definition of the term “travel service”, has started.

“Retailer” means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

“Point of sale” means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;

“Durable medium” means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

“Package travel contract” means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

“European Economic Area Agreement” means the Agreement on the European Economic Area signed on 2 May 1992 in Oporto, as adjusted by the Protocol signed in Brussels on 17 May 1993 and as this Agreement is amended from time to time;

“Linked travel arrangement” means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

- (a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
- (b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest twenty four (24) hours after the confirmation of the booking of the first travel service:

Where not more than one type of travel service, within the meaning of the definition of the term “travel service”, and one or more tourist services, as referred to in the same definition, are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant percentage of the total value of the services, i.e. account for less than twenty five percent (25 %) of the combined value, are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday;

“Traveller” means any person who is seeking to conclude a contract in the context of the provisions of this Law, or is entitled to travel on the basis of such a contract concluded;

“Travel service” means:

- (a) carriage of passengers;
- (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
- (c) rental of -

Official Journal,
Schedule III (I):
21.5.2010.

- (i) cars and/or other motor vehicles within the meaning of the provisions of paragraph 1 of Regulation 2 of the ‘Type-Approval of Vehicles (Categories M, N, D) and Their Components, Systems and Separate Technical Units’ Regulations, or

Official Journal,
Schedule III (I):
16.06.2005.

- (ii) motorcycles requiring a Category A driving licence under the provisions of paragraph (1) of Regulation 13 of the ‘Type-Approval of Vehicles (Categories L1e through L7e) and Their Components, Systems and Separate Technical Units’ Regulations

- (d) any other tourist service not intrinsically part of a travel service within the meaning of the definition of the term “travel service”;

“Minister” means the Minister of Energy, Commerce, Industry and Tourism;

“Financial institution” means any credit institution, financial conglomerate, payment institution, electronic money institution, insurance undertaking, re-insurance undertaking, insurance intermediary, occupational retirement benefit institution, investment firm or collective investment undertaking or other institution, an enterprise or entity having a principal activity of a similar nature established in the Republic and authorised by a competent authority of the Republic or operating in the Republic.

(2) In this Law, a reference to an act of the European Community and/or the European Union and/or the Republic, shall mean the act in question, as corrected, amended or replaced.

Scope of application of this Law.

3.-(1) This Law shall apply to packages offered for sale or sold by traders to travellers and to linked travel arrangements provided by traders to travellers.

(2) The provisions of this Law shall not apply to:

- (a) Packages and linked travel arrangements covering a period of less than twenty four (24) hours unless overnight accommodation is included;
- (b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;
- (c) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.

(3) This Law is without prejudice to contract law and, in particular, to the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not covered.

PART II - INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

Pre-contractual information Annex I, Part A, Part B, Part C.

4.-(1) Before the traveller is bound by any package travel contract or any corresponding offer, the organiser (and retailer, where the package is sold through a retailer) shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B or Part C of Annex I, and, where applicable to the package, with the following information:

(a) the main characteristics of the travel services, i.e.:

- (i) The travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections:

Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;

- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- (iv) the meal plan;
- (v) visits, excursion(s) or other services included in the total price agreed for the package;
- (vi) whether any of the travel services will be provided to the traveller as part of a group (where it is not apparent from the context) and, if so, where possible, the approximate size of the group;
- (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and

(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

- (b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
- (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, indication of the type of any additional costs which the traveller may still have to bear;
- (d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- (e) the minimum number of persons required for the package to take place and the time-limit, referred to in Article 11(3)(a), before the start of the package for the possible termination of the contract if that number is not reached;
- (f) general information on passport and visa requirements, including approximate time periods for obtaining visas and information on health formalities, of the country of destination;
- (g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 11(1);
- (h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

(2) For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in the provisions of paragraph (a) through (h) of indent (1).

(3) With reference to packages, as referred to in the definition of the term 'package', the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraphs (a) to (h) of indent (1), insofar as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

(4) The information referred to in the provisions of indents (1), (2) and (3) shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it must be legible.

Binding character of information provided prior to the conclusion of the package travel contract.

5.-(1) The information provided to the traveller in accordance under paragraphs (a), (c), (d), (e) and (g) of Article 4(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.

(2) The organiser and, where applicable, the retailer shall communicate all changes to the information provided prior to the conclusion of the package travel contract to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

(3) Where the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in Article 4(1)(c) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Content of the package travel contract and documents to be supplied before the start of the package.

6.-(1) The organiser and, where applicable, the retailer shall prepare package travel contracts in plain and intelligible language and, insofar as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

(2) The traveller shall be entitled to receive and the organiser and, where applicable, the retailer shall be obligated to provide a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

133(l) of 2013
187(l) of 2017.

(3) With respect to off-premises contracts, as defined in the provisions of Article 2(1) of the Protection of Consumers Law, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

(4) The package travel contract or confirmation of the package travel contract shall set out the full content of the agreement which shall include all the information referred to in Article 4(1)(a)-(h), as well as the following information:

- (a) special requirements of the traveller which the organiser has accepted;
- (b) information that the organiser is -
 - (i) responsible for the proper performance of all travel services included in the package travel contract in accordance with the provisions of Article 12; and
 - (ii) obliged to provide assistance if the traveller is in difficulty in accordance with the provisions of Article 15.
- (c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the Authorised Service and its contact details;
- (d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;
- (e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with the provisions of Article 12(2);

- 85(l) of 2017.
- (f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
 - (g) information on the complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms available in the Republic, pursuant to Article 12 of the Alternative Dispute Resolution for Consumer Disputes Law and, where applicable, on the alternative dispute resolution body covering the trader and the online dispute resolution platform according to the provisions of Regulation (EU) No 524/2013;
 - (h) information on the traveller's right to transfer the package travel contract to another traveller in accordance with the provisions of Article 8.

(5) With reference to packages, as set out in the definition of the term 'package', the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package and shall provide the organiser with the information necessary to comply with his obligations as an organiser. As soon as the organiser is informed that a package has been created, they shall provide to the traveller the information referred to in Article 4(1)(a)-(h) on a durable medium.

(6) The information referred to in the provisions of indents (4) and (5) shall be provided in a clear, comprehensible and prominent manner.

(7) In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Burden of proof. 7. As regards compliance with requirements for informing the traveller laid down in the provisions of this Part, the burden of proof shall be on the trader.

PART III - CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE

Transfer of the package travel contract to another traveller. 8.-(1) A traveller may, after giving the organiser reasonable notice on a durable medium and before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract.

Notice given at the latest seven (7) days before the start of the package shall in any event be deemed to be reasonable

(2) The traveller transferring the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

(3) The organiser shall provide the traveller transferring the package travel contract with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

Alteration of the price.

9.-(1) Any term of a package travel contract that permits the increase of prices, as they appear in the contract in question, shall be deemed null and void, unless the package travel contract expressly reserves that possibility and states, at the same time, that the traveller is entitled to price reduction under the provisions of indent (4). In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

- (a) The price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (b) the level of taxes or fees on the travel services included in the package travel contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (c) the exchange rates relevant to the package.

(2) If the price increase referred to in the provisions of indent (1) exceeds eight percent (8 %) of the total price of the package, the provisions of Article 10(2)-(5) shall apply.

(3) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly, comprehensibly and visibly of it – with a justification for that increase and showing how the increase is calculated – on a durable medium at the latest twenty (20) days before the start of the package.

(4) If the package travel contract stipulates the possibility of price increases, it must also stipulate at the same time that the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in paragraphs (a), (b) and (c) of indent (1) that occurs after the conclusion of the package travel contract and before the start of the package.

(5) In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller; and:

- (a) the traveller shall have the right to request proof of those administrative expenses; and
- (b) at the traveller's request, the organiser shall provide proof of those administrative expenses.

Alteration of other package travel contract terms.

10.-(1) Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with the provisions of Article 9, unless:

- (a) the organiser has reserved that right in the package travel contract; and
- (b) the change is insignificant; and
- (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

(2) If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in the provisions of Article 4(1)(a), or cannot fulfil the special requirements as referred to in the provisions of Article 6(4)(a), or proposes to increase the price of the package by more than eight percent (8 %) in accordance with the provisions of Article 2(9), the traveller may within a reasonable period specified by the organiser:

- (a) Accept the proposed change; or

- b) terminate the package travel contract without paying a termination fee:

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

(3) The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of -

- (a) the proposed changes referred to in the provisions of indent (2) and, where appropriate, their impact on the price of the package, in accordance with the provisions of indent (4);
- (b) the reasonable period within which the traveller has to inform the organiser of his decision pursuant to the provisions of indent (2);
- (c) the consequences of the traveller's failure to respond within the period referred to in the provisions of paragraph (b), in accordance with applicable legislation; and
- (d) where applicable, the offered substitute package and its price.

(4) Where the changes to the package travel contract referred to in the provisions of paragraph (a) of indent (2) or the substitute package referred to in the provisions of paragraph (b) of indent (3) result in a package of lower quality or cost, the organiser shall offer the package in question at a correspondingly reduced price and the traveller shall be entitled to an appropriate price reduction.

(5) If the package travel contract is terminated pursuant to the provisions of paragraph (b) of indent (2), and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than fourteen (14) days after the contract is terminated. In this case, the provisions of Article 13(2), (3), (4), (5) and (6) shall apply accordingly.

Termination of
the package
travel contract.

11.-(1) The traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package, the expected cost savings, and the expected income from alternative deployment of the travel services by another traveller:

In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services:

Furthermore, at the traveller's request, the organiser shall provide a justification for the amount of the termination fees.

(2) Notwithstanding the provisions of indent (1), the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination.

In the event of termination of the package travel contract under the provisions of this indent, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

(3) The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

- (a) the number of persons enrolled for the package is smaller than the minimum number stated in the package travel contract and the organiser notifies the traveller of the termination of the contract within the period fixed therein, but not later than:
 - (i) twenty (20) days before the start of the package in the case of trips lasting more than six (6) days;
 - (ii) seven (7) days before the start of the package in the case of trips lasting between two (2) and six (6) days;
 - (iii) forty eight (48) hours before the start of the package in the case of trips lasting less than two (2) days; or
- (b) the organiser is prevented from performing the package travel contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract in question without undue delay before the start of the package.

(4) The organiser shall provide any refunds of sums paid by the traveller and required under the provisions of indents (2) and (3), with respect to the provisions of indent (1), reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than fourteen (14) days after the package travel contract is terminated.

PART IV - PERFORMANCE OF THE PACKAGE

Responsibility for the performance of the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers. **12.**(1) The organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

(2) The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity perceived during the performance of a travel service included in the package travel contract.

(3) If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

- (a) Is impossible; or
- (b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected:

If the organiser does not remedy the lack of conformity in accordance with the provisions of paragraph (a) or (b), the provisions of Article 13 shall apply.

(4) Without prejudice to the exceptions laid down in the provisions of indent (3), if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary costs resulting from these actions:

It shall not be necessary for the traveller to specify a time-limit for remedying the lack of conformity if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

(5)(a) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the package travel contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

(b) Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction corresponding to the cost difference of the services not provided.

(c) The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction proposed is inadequate.

(6)(a) Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with the provisions of Article 13, price reduction and/or compensation for damages.

(b) If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the provisions of indent (5) of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with the provisions of Article 13 without terminating the package travel contract.

(c) If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the provisions of paragraphs (a) and (b), also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

(7) As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall be charged with the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three (3) nights per traveller:

Where a greater number of nights is provided for in the passenger rights legislation applicable to the relevant means of transport for the traveller's return, this shall apply.

(8) The limitation of costs referred to in the provisions of indent (7) shall not apply to persons with reduced mobility, as defined in the provisions of Article 2(a) of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least forty eight (48) hours before the start of the package:

The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under the provisions of indent (7) if the relevant transport provider may not rely on such circumstances under the applicable legislation.

Price reduction and compensation for damages.

13.-(1) The traveller shall be entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the traveller is responsible for said lack of conformity.

(2) The traveller shall be entitled to appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

(3) The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:

(a) attributable to the traveller; or

(b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or

(c) due to unavoidable and extraordinary circumstances.

(4)(a) Insofar as international conventions binding the Union at present limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser.

(b) In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.

(5) Any right to compensation or price reduction under the provisions of this Law shall not affect the rights of travellers under the provisions of Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions:

Travellers shall be entitled to present claims under the provisions of this Law and under those Regulations and international conventions. Compensation or price reduction granted under the provisions of this Law and the compensation or price reduction granted under those Regulations and international conventions in force at the time shall be deducted from each other in order to avoid overcompensation.

(6) Irrespective of the provisions of any other law, claims under this Article shall be time-barred after a period of no less than two (2) years.

Possibility to contact the organiser via the retailer.

14. Where desired, the traveller shall have the right to communicate directly with the retailer through which they purchased the package and to send messages, requests and complaints regarding implementation of the package. The retailer shall forward those messages, requests or complaints to the organiser without undue delay:

The date on which any such messages, requests or complaints under this Article are received by the retailer shall be the basis for ascertaining conformity with the deadlines and time-limits for the organiser.

Obligation to provide assistance.

15.(1) The organiser shall give appropriate assistance or aid without undue delay to the traveller in difficulty, including the scenarios referred to in the provisions Article 12(7) and, in particular, in the following ways:

(a) By providing appropriate information on health services, local authorities and consular assistance; and

(b) by assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

(2) The organiser shall be able to charge a reasonable fee for the assistance referred to in the provisions of indent (1) if the difficulty is caused intentionally by the traveller or through the traveller's negligence:

The fee referred to in the provisions of this indent may not in any event exceed the actual costs incurred by the organiser:

Furthermore, the organiser shall keep the proof necessary for the purpose of ascertaining the actual costs.

PART V - INSOLVENCY PROTECTION

Effectiveness and scope of insolvency protection.

16.-(1) Organisers established in the territory of the Republic:

- (a) Shall provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency; and
- (b) if the carriage of passengers is included in the package travel contract, shall also provide security for the travellers' repatriation.

Where possible, continuation of the package may be offered.

Furthermore, for the purposes of the provisions of this Law, an organiser shall be deemed insolvent when he is unable for any reason to perform all or part of the travel services he is bound to perform by concluding a package travel contract with the traveller.

(2) Organisers not established in an EU Member State which sell or offer for sale packages in the Republic, or which by any means direct such activities to the Republic, shall be obliged to provide security in accordance with the provisions of this Part.

(3) The securities referred to in the provisions of indents (1) and (2) is effective and shall cover reasonably foreseeable costs, such as the amounts of payments made by or on behalf of travellers to purchase a package, taking into account the length of the period between down payments and final payments and the completion of the package, as well as the estimated cost for repatriation in the event of the organiser's insolvency.

(4) The security depends on factors such as:

- (a) the type of packages sold, including the mode of transport;
- (b) the travel destination;
- (c) any legal restrictions or the organiser's commitments regarding the amounts of pre-payments he may accept; and
- (d) their timing before the start of the package.

(5) Organisers shall be obliged to adapt the insolvency protection in the event of increased risks, including a significant increase in the sale of packages.

(6) However, in order for insolvency protection to be deemed effective under the provisions of indent (5), at least one of the arrangements described in the provisions of Articles 17 and 18 must be fulfilled.

(7) Protection against organiser insolvency shall cover travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.

(8) Insolvency protection shall become available as soon as, as a consequence of the organiser's liquidity problems, the travel services:

- (a) are not being performed; or
- (b) will not be performed; or
- (c) will only partially be performed; or
- (d) where service providers require travellers to pay for them.

(9) When the organiser's insolvency affects performance of the package, the security shall be available free of charge for the traveller to ensure repatriation and, if necessary, the financing of accommodation prior to the repatriation.

(10) For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Insolvency protection through insurance. **17.-(1)** Organisers shall obtain insurance covered by one or more insurance policies from a licensed insurer under the provisions of Article 16.

(2) Organisers shall ensure that every contract concluded with a traveller contains a term stipulating that travellers shall benefit from the type of policy referred to in the provisions of indent (1) should they become insolvent.

(3) The maximum duration of the insurance policy, as set out in the provisions of indent (1), shall not exceed twelve (12) months.

(4) Organisers who choose to provide insolvency protection through insurance shall be obliged to submit a copy of the insurance policy to the Authorised Service within fifteen (15) days from the date of conclusion.

(5) The Authorised Service shall examine the insurance policy and any other information it has deemed necessary to request from the organiser in order to ascertain whether the insurance policy complies with the provisions of Article 16:

If, during the examination, the Authorised Service finds that the insurance policy does not comply with the requirements of the provisions of Article 16, it shall notify the organiser in order to take the actions necessary to rectify the matter.

Insolvency protection by obtaining monetary security from a financial institution and approval of an approved body. **18.-(1)** Under the provisions of Article 16, the organiser shall obtain monetary security from a financial institution whereby the latter is bound to pay the sum calculated under the provisions of indent (3) to an approved body should the organiser become insolvent.

(2) Any monetary security from a financial institution concluded under the provisions of indent (1) shall not stipulate that it is in effect for a period exceeding twelve (12) months.

(3) In order to be effective, insolvency protection by obtaining monetary security from a financial institution must cover -

- (a) Twenty percent (20 %) or more of all payments collected by the organiser according to the package sales for the period of the twelve (12) months immediately preceding the starting date of the validity of the assurance referred to in the provisions of indent (1); or
- (b) the maximum sum of all payments that the organiser expects to possess at any time with respect to packages not fully performed.

whichever sum is greater:

The amount of the monetary security shall not be less than five thousand euros (€5 000) in any event.

(4) The organiser shall provide the approved body with any information deemed necessary by the latter in order to calculate the amount of the monetary security from a financial institution under the provisions of indent (3).

(5) The approved body shall take into consideration the provisions of Article 16 and the information referred to in the provisions of indent (4) of this Article and submitted by the organiser, and shall calculate the minimum sum representing the amount of the monetary security from a financial institution.

(6) Where the approved body calculates the minimum sum representing the amount of the monetary security from a financial institution, this minimum sum considered for the purposes of application of the provisions of indent (3) will be that sum, and it shall notify the organiser to this effect.

(7) In exceptional cases where the organiser's insolvency is the result of highly remote risks that could not have been predicted and therefore the available sum of the security does not suffice to fully satisfy the travellers' requirements, these travellers shall be satisfied in proportion to the amount of their claims.

(8) Once the monetary security from a financial institution takes effect, the organiser shall provide the approved body with proof of the security's existence and amount.

(9) For the purposes of this Article, "approved body" means any company, organisation, association, institution, union or society of travel organisers, retailers and travel agents incorporated, registered and operating pursuant to the provisions of the Companies Law or the Societies and Institutions and Other Related Issues Law.

Cap. 113.

9 of 1968
76 of 1977
17 of 1979
105 of 1985
198 of 1986
19 of 1990
41(I) of 1994
15(I) of 1995
21(I) of 1997
82(I) of 1999
149(I) of 1999
2(I) of 2000
135(I) of 2000
151(I) of 2000
76(I) of 2001
70(I) of 2003
167(I) of 2003
92(I) of 2004
24(I) of 2005
129(I) of 2005
130(I) of 2005

98(l) of 2006
124(l) of 2006
70(l) of 2007
71(l) of 2007
131(l) of 2007
186(l) of 2007
87(l) of 2008
41(l) of 2009
49(l) of 2009
99(l) of 2009
42(l) of 2010
60(l) of 2010
88(l) of 2010
53(l) of 2011
117(l) of 2011
145(l) of 2011
157(l) of 2011
198(l) of 2011
64(l) of 2012
98(l) of 2012
190(l) of 2012
203(l) of 2012
6(l) of 2013
90(l) of 2013
74(l) of 2014
75(l) of 2014
18(l) of 2015
62(l) of 2015
63(l) of 2015
89(l) of 2015
120(l) of 2015
40(l) of 2016
90(l) of 2016
97(l) of 2016
17(l) of 2017
33(l) of 2017
51(l) of 2017.
104(l) of 2017.

(10) Any company, organisation, association, institution, union or society of travel organisers, retailers and travel agents that has been incorporated, registered and operates pursuant to the provisions of the Companies Law or the Societies and Institutions and Other Related Issues Law and wishes to be approved as an approved body, as set out in the provisions of indent (9), must submit a relevant application to the Minister.

(11) In the application to the Minister, as provided for in the provisions of indent (10), applicants shall provide information on the internal procedures they will comply with in order to apply the provisions of this Article, include the manner of calculation of the amount of the monetary security from a financial institution under the provisions of indent (3), and any other information that might be requested.

(12) After examining the information submitted under the provisions of indent (11), the Minister shall either:

- (a) Approve the applicant's operation as an approved body under the provisions of this Article, with a relevant notification to the Official Gazette of the Republic; or
- (b) Notify the applicant that they must satisfy additional requirements set by the Minister in order to operate as an approved body under the provisions of this Article; or
- (c) reject the applicant's operation as an approved body under the provisions of this Article, and

having decided, shall notify the applicant of his or her decision.

(13) The Minister may, at any time and with a notification to the Official Gazette of the Republic, withdraw the licence granted to any party to operate as an approved body under the provisions of this Article where the Authorised Service discovers that said party:

- (a) Does not comply with its obligations under the provisions of this Article; or
- (b) does not comply with the internal procedures it is obliged to comply with under the provisions of indent (11), having first notified the party in writing via a reasoned decision.

(14) Where the approved body has reasonable grounds to believe that the information required under the provisions of indent (4) and submitted by the organiser is untrue, falsified or incomplete, it shall immediately report the organiser to the Authorised Service, which shall investigate the complaint, applying the provisions of Part VIII.

(15) The approved body shall prepare and maintain an inventory with the contact details of organisers who have obtained monetary security from a financial institution, and shall communicate this inventory to the Authorised Service as soon it is complete and every time it is amended within ten (10) days of the date of the amendment.

(16) The approved body may give organisers the opportunity to provide insolvency protection through a different arrangement than that described in the provisions of indents (2) through (8), provided this arrangement has first been approved by the Minister in compliance with the procedure set out in the provisions of indents (11) and (12).

Mutual
recognition of
insolvency
protection and
administrative
cooperation.

19.-(1) Any insolvency protection an organiser provides under the rules of the Member State of their establishment shall be considered to meet the requirements of the provisions of Article 16.

(2) If there is doubt about an organiser's insolvency protection, the Authorised Service may seek clarification from the organiser's Member State of establishment.

(3) The Authorised Service shall respond to other Member States' requests as soon as possible, taking into account the urgency and complexity of the matter and, in any event, shall provide a first response within fifteen (15) working days from receiving the request at the latest.

(4) In order to facilitate the administrative cooperation and supervision of organisers active in various Member States, the Authorised Service shall be the central contract point.

(5) The Authorised Service -

- (a) Shall provide the contact points in the other Member States with all necessary information on the insolvency protection requirements of the provisions of this Law and the identity of the entity or entities providing such insolvency protection for specific organisers established in the Republic; and
- (b) shall grant mutual access to the inventory listing organisers which are established in the Republic and are in compliance with their insolvency protection obligations:

Any such inventory shall be accessible to the general public, including via the internet.

PART VI - LINKED TRAVEL ARRANGEMENTS

Insolvency protection and information requirements for linked travel arrangements.

20.-(1) Traders facilitating linked travel arrangements shall provide assurances for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the assurance shall also cover the traveller's repatriation. The provisions of Article 16(2)-(11), Articles 17 and Article 18 shall apply *mutatis mutandis*.

(2)(a) Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to the Republic, shall state in a clear, comprehensible and prominent manner that the traveller:

- i. will not benefit from any of the rights applying exclusively to packages under this Law and that each service provider will be solely responsible for the proper contractual performance of his service; and
- ii. will benefit from insolvency protection in accordance with the provisions of indent (1).

Annex II.

(b) In order to comply with this indent, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

(3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in the provisions of indents (1) and (2), the rights and obligations laid down in the provisions of Articles 8 and 11 and the provisions of Part IV shall apply in relation to the travel services included in the linked travel arrangement.

(4) Where a linked travel arrangement is the result of the conclusion of a package travel contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant package travel contract

PART VII - GENERAL PROVISIONS

Specific obligations of the retailer where the organiser is established outside the Union.

21. Where the organiser is established outside the Union, the retailer established in a Member State shall be subject to the obligations laid down for organisers in the provisions of Parts IV and V, unless the retailer provides evidence that the organiser complies with the provisions in questions.

Liability for booking errors.

22. The trader shall be liable:

- (a) for any errors due to technical defects in the booking system which are attributable to them; and,

- (b) where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process,

but shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Right to compensation.

23. In cases where an organiser or a retailer pays compensation, grants price reduction or meets the other obligations incumbent on them under this Law, the organiser or retailer reserves the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Imperative nature of this Law.

24.-(1) A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under the provisions of this Law.

(2) Travellers may not waive the rights conferred on them by this Law.

(3) Any contractual arrangement or any statement by the traveller which directly or indirectly waives the rights recognised for travellers or restricts the rights conferred on travellers pursuant to this Law or aims to circumvent the application of the provisions of this Law shall not be binding on the traveller.

PART VIII - DUTIES, COMPETENCES AND POWERS OF THE AUTHORISED SERVICE

Powers of the Authorised Service to investigate and inspect

25.-(1) The Authorised Service is competent for investigating, after submission of a complaint and/or *ex officio*, any breach of this Law:

The investigation may concern more retailers, jointly or separately, of the same commercial sector or their associations that they use

(2)(a) Where a lodged complaint concerns issues coming under the competences of the Authorised Service under the provisions of this Law, the Authorised Service shall further assess the need to investigate the complaint, taking particular account of -

- (i) The public interest;
- (ii) the potential effects on consumers;
- (iii) the effects on vulnerable population groups;
- (iv) consumer protection; and
- (v) the result expected from its intervention in a specific case:

If the Authorised Service deems the investigation of a complaint unnecessary under the above, it shall notify the complainant to this effect.

(b) The Authorised Service may not examine complaints lodged two (2) years after the conclusion of the package travel contract.

(3) When investigating a breach after submission of a complaint and/or *ex officio*, the Authorised Service has the power, in the framework of application of the provisions of this Law:

- (a) To request and receive copies of any package travel contracts and other related data registered in mechanical, electrical or electronic data system, and any books and documents of the retailer for which it has reasonable motivation to believe that they contain any information or entry regarding a possible breach;
- (b) to request that the trader submit within a reasonable deadline under the circumstances proof of the accuracy of the claims which relate to the provision of specific travel services, where that is considered necessary, based on the circumstances of the specific case and taking into account the legitimate interests of the trader and other persons affected,
- (c) consider the claims made inaccurate where the evidence requested in line with paragraph (b) is not submitted in due time or is considered inadequate by the Authorised Service.

Failure to provide information and obstruction of a member of the Authorised Service.

26.-(1) Any person shall be guilty of an offence in the case where:

- (a) he conceals, destroys or falsifies data, documents or other information, provides a member of the Authorised Service or another person acting in its name and on its account with false, incomplete, inaccurate or misleading data, documents or other information, or refuses to provide a member of the Authorised Service or another person acting in its name and on its account with data, documents or other information required by the member of the Authorised Service or another person acting in its name and on its account while exercising powers granted to him by this Law; or
- (b) he fails to comply with an order from the Authorised Service under Article 27(1)(a)

(2) Any person guilty of an offence under indent (1) shall, where convicted, be punished with a fine not exceeding one hundred thousand euros (€100 000), or imprisonment of no more than six (6) months or both.

(3) Notwithstanding the criminal liability or criminal prosecution of any such person, the Authorised Service may impose an administrative fine in accordance with Article 27(1)(d) on:

- (a) The trader when the necessary documents or information relating to specific package travel contracts are not provided to it within the deadline set or they hinder procedures in any manner or provide false or misleading information;
- (b) any person who deliberately hinders a member of the Authorised Service from implementing the provisions of this Law;
- (c) any person who fails to comply with an order from the Authorised Service under Article 27(1)(a).

(4) Where the breach continues the Authorised Service may impose a fine in accordance with Article 27(1)(e) for each day that the breach continues depending on its seriousness

Imposition of administrative fines and issuing prohibitive decrees or direct orders.

27.-(1) During the investigation of a complaint or an *ex officio* investigation, if the Authorised Service ascertains a breach of this Law, it shall be empowered to take the following steps:

- (a) To order the party concerned, with respect to both existing and future travel services, to terminate the breach immediately and avoid repeating it in the future; and/or
- (b) to order the party concerned to take corrective measures required in its view to redress the illegal situation generated by the breach; and/or
- (c) to publish or require the perpetrator to publish its decision in whole or in part, in the format and the manner it considers suitable; and/or
- (d) to impose an administrative fine on the party concerned, depending on the nature, seriousness and duration of the breach, the level of which shall be up to five percent (5 %) of the perpetrator's turnover during the year preceding the breach or a fine of up to two hundred fifty thousand euros (€250 000):

In relation to a foundation or organisation deemed not to have turnover, in order to calculate the said administrative fine the basis for calculation shall be five percent (5 %) of its total assets instead of its turnover:

Furthermore in relation to an insurance company, the basis for calculating the said administrative fine shall be the value of its gross premiums during the previous year instead of turnover, which includes all monies collected and to be collected under insurance policies which have been collected by the insurance company or on its behalf, including premiums which have been assigned to reinsurers, after the VAT and other tax deduction directly associated with turnover;

Under no circumstances may the administrative fine exceed two hundred fifty thousand euros (€250 000); and/or

- (e) to decide in the case where the breach continues to impose an administrative fine of up to five thousand euros (€5 000) for each day that the breach continues, depending on its seriousness; and/or
- (f) in a petition to the court lodged in accordance with the provisions of Article 30, to request that a prohibitive decree or direct order be issued, including any interim decree, against the trader in breach of this Law.

(2) Where, during the investigation of a complaint or an *ex officio* investigation under indent (1), the Authorised Service ascertains a breach of any provision of this Law by an organiser not established in a Member State which sells or offers for sale packages in the Republic, or which by any means directs such activities to the Republic, it shall be empowered to order the perpetrator to cease selling or offering the sale or directing such activities to the Republic by any means.

(3) During the investigation of any breach pursuant to indent (1), the Authorised Service may, where it considers this necessary, take into account any undertakings made to travellers by or on behalf of the perpetrator in relation to the breach and the prospects of how and at what time it can be redressed or removed.

Imposition of administrative fines and lodging of appeal.

(4) The Authorised Service shall provide full reasoning for its decision in relation to the exercise of any powers cited in Article 26(3) and (4) and indent (1)(d) and (e) of this Article.

28.-(1) The administrative fines cited in Article 26(3) and (4) and Article 27(1)(d) and (e) shall be imposed on perpetrators by means of reasoned decision of the Authorised Service where it has heard or given an opportunity to the perpetrator concerned or its representative to be heard orally and/or in writing.

(2) An appeal may be lodged to the Minister against the decision imposing an administrative fine on a perpetrator in accordance with indent (1) within a deadline of thirty (30) days from notification of the decision to the perpetrator.

(3) The Minister shall examine the appeal and having heard the parties concerned or given them the opportunity to set forth their views and shall decide in accordance with indent (4).

(4) The Minister may take one of the following decisions:

- (a) To approve the decision challenged;
- (b) To annul the decision challenged;
- (c) To amend the decision challenged;
- (d) To issue a new decision to replace the one challenged.

(5) Lodging an appeal or seeking a review pursuant to Article 146 of the Constitution shall not suspend the collection of the fine.

(6) The Minister shall issue a decision within sixty (60) days of the date the appeal was lodged.

(7) If a person on whom an administrative fine has been imposed under this Law refuses or fails to pay the fine to the Authorised Authority, the Authorised Authority shall initiate court proceedings and shall collect the amount due as a civil debt owed to the Republic.

Issuing decrees.

Cap. 6.
11 of 1965
161 of 1989
228 of 1989
51(I) of 1999
134(I) of 1999
58(I) of 2003
66(I) of 2004
138(I) of 2006
62(I) of 2014
101(I) of 2014
138(I) of 2014.
50 of 1962
11 of 1963
8 of 1969
40 of 1970
58 of 1972
1 of 1980
35 of 1982
29 of 1983
91 of 1983
16 of 1984

29.-(1) The court which hears any petition under Article 27(1)(f) shall be empowered, without prejudice to the provisions of the Civil Procedure Law, the Courts Law and the Civil Procedure Rules of Procedure, to issue a prohibitive decree or direct order, including any interim decree, which may order:

51 of 1984
83 of 1984
93 of 1984
18 of 1985
71 of 1985
89 of 1985
96 of 1986
317 of 1987
49 of 1988
64 of 1990
136 of 1991
149 of 1991
237 of 1991
42(l) of 1992
43(l) of 1992
102(l) of 1992
26(l) of 1993
82(l) of 1995
102(l) of 1996
4(l) of 1997
53(l) of 1997
90(l) of 1997
27(l) of 1998
53(l) of 1998
110(l) of 1998
34(l) of 1999
146(l) of 1999
41(l) of 2000
32(l) of 2001
40(l) of 2002
80(l) of 2002
140 (l) of 2002
206(l) of 2002
17(l) of 2004
165(l) of 2004
268(l) of 2004
21(l) of 2006
99(l) of 2007
170(l) of 2007
76(l) of 2008
81(l) of 2008
118(l) of 2008
119(l) of 2008
36(l) of 2009
129(l) of 2009
138(l) of 2009
19(l) of 2010
166(l) of 2011
30(l) of 2013
46(l) of 2014
191(l) of 2014
29(l) of 2017
109(l) of 2017.

- (a) immediate cessation and/or non-repetition of the breach which has occurred; and/or
- (b) corrective measures within a deadline set, required in the view of the court, to redress the unlawful situation generated by the breach; and/or
- (c) publication of all or part of the court ruling, or publication of a corrective notice to remove any ongoing repercussions of the breach; and/or
- (d) (d) any other measure or action considered necessary or reasonable under the circumstances of the specific case.

*

(2) The provisions of the Courts Law, the Civil Procedure Law and the Civil Procedure Rules of Procedure which apply to petitions for the

issuing of decrees in civil cases shall apply by analogy in relation to the form, drafting, registration and hearing of the petition specified in Article 27(1)(f).

Service of the decision.

30.-(1) Each decision of the Authorised Service or the Minister issued under this Law may be served on any person concerned:

- (a) by delivery by hand or by leaving the decision at the proper address or dispatch of the decision by registered mail; or
- (b) if that person is a legal entity, by serving the decision in accordance with paragraph (a) on the secretary or director or any managing director; or
- (c) in the case of a general or limited partnership, by serving the document in line with paragraph (a) on one of the partners or a person who has control of or manages the work of that company.

(2) For the purpose of application of indent (1) the proper address of any person on whom a decision under this Law may be served is the last known address, excluding the following cases:

- (a) In the case of service on a legal entity, the proper address is the address of the registered or head offices of the legal entity;
- (b) in the case of service on a general or limited partnership, the proper address is the central offices of that company.

(3) For the purpose of application of indent (2) the central offices of a legal entity registered outside the Republic or a company engaging in business outside the Republic shall be its central offices in the Republic.

(4) During the service of the decision, the Authorised Service shall notify the interested party of their right to lodge an appeal to the Minister within the time-limit set in Article 28(2) and their right to request a review of the decision of the Authorised Service within the time-limit set in Article 146 of the Constitution of the Republic of Cyprus.

PART IX - OTHER PROVISIONS

Administrative authorities, documentation of claims.

31. When hearing the appeal cited in Article 28, the Minister may:

- (a) Request that the trader submit within a reasonable deadline under the circumstances proof of the accuracy of the claims which relate to a commercial practice, where that is considered necessary, based on the circumstances of the specific case and taking into account the legitimate interests of the trader and other persons affected,
- (b) consider the claims made inaccurate where the evidence requested in line with paragraph (a) is not submitted in due time or is considered inadequate by the Minister.

Right of appeal by organisations.

32.-(1) Persons who have a legitimate interest may:

- (a) Make a complaint to the Authorised Service about any trader in breach of the provisions of this Law;
- (b) lodge a petition to the Court for a decree in line with the provisions of Article 29 in the case where the provisions of this Law are breached.

(2) The following parties have a legitimate interest for the purpose of indent (1)

- (a) travellers directly affected by a breach of this Law;
- (b) lawfully established organisations or associations which under law or their Articles of Association have a sufficient legitimate interest to combat breaches of this Law;
- (c) competitors of the party complained about in respect of whom a decree is requested.

Power of the
Authorised
Service to
disseminate
information.

33. The Authorised Service shall communicate information, including decisions relating to the implementation of this Law, apart from information deemed confidential, which it considers useful for travellers or their information and all persons who may be affected by the provisions of this Law.

Liability of
officers,
employees, etc.
of legal entities

34. When any breach of this Law is committed by a legal entity or a person acting on behalf of a legal entity and it is proven that that breach was committed with the consent, abetment or approval or has been facilitated by proven negligence of a director, manager, secretary or any other officer of a legal entity or any other natural person who appears to act in such capacity, that natural person shall also be guilty of the aforementioned breach.

Issuing of
Regulations.

35. The Ministerial Council shall be empowered to issue Regulations to determine or regulate any issue that may or must be determined or regulated under the provisions of this Law, except for issues that, as expressly stipulated in this Law, are regulated by procedural rules.

Liability.

36. The Ministerial Council, the Minister, the Director General of the Ministry of Energy, Commerce, Industry and Tourism, the Director and the officers of the Authorised Service, the representatives and any advisor thereof shall not be liable in the event of any action, petition or other legal proceedings for damages in respect to any act or omission during the exercise of their competences under this Law, unless it is proven that the act or omission was not in good faith or was the result of gross negligence.

Repeal.
51(I) of 1998
72(I) of 1999
56(I) of 2008.

37. Upon the entry of this Law into force, the Package Travel, Holidays and Tours Laws of 1998 through 2008 shall be repealed.

Entry into force of
this law.

38. This Law shall enter into force on 1 July 2018.

ANNEX I
(Article 4)

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

The combination of travel services offered to you is a package under the provisions of the Package Travel and Linked Travel Arrangements Law. Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Law *(to be provided in the form of a hyperlink)*

Following the hyperlink the traveller will receive the following information:

Key rights under the Package Travel and Linked Travel Arrangements Law:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in certain Member States, the retailer becomes insolvent, paid amounts shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has taken out insolvency protection with YZ *[the entity in charge of the insolvency protection, e.g. an approved body or insurance company]*. Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. *[HYPERLINK]*

Part B

Standard information form for package travel contracts in situations other than those covered by Part A.

The combination of travel services offered to you is a 'package' within the meaning of the Package Travel and Linked Travel Arrangements Law.

Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under the Package Travel and Linked Travel Arrangements Law:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in certain Member States, the retailer becomes insolvent, paid amounts shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has taken out insolvency protection with YZ [*the entity in charge of the insolvency protection, e.g. an approved body or insurance company*]. Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

[Website where the Package Travel and Linked Travel Arrangements Law can be found.]

Part C

Standard information form where the organiser transmits data to another trader in accordance with Article 2(b)(v) within the meaning of 'package' of the Package Travel and Linked Travel Arrangements Law.

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of the Package Travel and Linked Travel Arrangements Law.

Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Law *[to be provided in the form of a hyperlink]*

Following the hyperlink the traveller will receive the following information:

Key rights under the Package Travel and Linked Travel Arrangements Law:

- Travellers will receive all essential information about the travel services before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in certain Member States, the retailer becomes insolvent, payments shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ *[the entity in charge of the insolvency protection, e.g. an approved body or insurance company]*. Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. *[HYPERLINK]*

ANNEX II

(Article 20)

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(a) under the definition 'linked travel arrangement' of the Package Travel and Linked Travel Arrangements Law is a carrier selling a return ticket.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Law.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to our company's/XY's booking website, these travel services will become part of a linked travel arrangement. In that case XY has, as required by law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection *[to be provided in the form of a hyperlink]*

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ *[the entity in charge of the insolvency protection, e.g. an approved body or insurance company with which the organiser concluded a security provision agreement]*.

Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. *[HYPERLINK]*

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(a) under the definition 'linked travel arrangement' of the Package Travel and Linked Travel Arrangements Law is a trader other than a carrier selling a return ticket.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Law.

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection *[to be provided in the form of a hyperlink]*

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [*the entity in charge of the insolvency protection, e.g. an approved body or insurance company with which the organiser concluded a security provision agreement*].

Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. [*HYPERLINK*]

Part C

Standard information form in the case of linked travel arrangements within the meaning of Article 2(a) under the definition 'linked travel arrangement' of the Package Travel and Linked Travel Arrangements Law where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Law.

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to or contact with our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ [*the entity in charge of the insolvency protection, e.g. an approved body or insurance company with which the organiser concluded a security provision agreement*].

Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. [*Website where the Package Travel and Linked Travel Arrangements Law can be found.*]

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(b) under the definition 'linked travel arrangement' of the Package Travel and Linked Travel Arrangements Law is a carrier selling a return ticket.

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Law.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you have booked additional travel services via this link/these links not later than twenty four (24) hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by law, protection in

place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection *[to be provided in the form of a hyperlink]*

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ *[the entity in charge of the insolvency protection, e.g. an approved body or insurance company with which the organiser concluded a security provision agreement]*.

Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. *[HYPERLINK]*

Part E

Standard information form where the provider facilitating an online linked travel arrangement within the meaning of Article 2(b) under the definition 'linked travel arrangement' of the Package Travel and Linked Travel Arrangements Law is a trader other than a carrier selling a return ticket.

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Law.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection *[to be provided in the form of a hyperlink]*

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ *[the entity in charge of the insolvency protection, e.g. an approved body or insurance company with which the organiser concluded a security provision agreement]*.

Travellers may contact this entity or, where applicable, the Consumer Protection Service (2, Agapinoros Street, IRIS Building, CY-1421, Nicosia, Tel.: +357 22 200900, e-mail: ccps@mcit.gov.cy) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

The Package Travel and Linked Travel Arrangements Law. *[HYPERLINK]*